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**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,  
dba COIN CLOUD,

Debtor.

Case No. BK-23-10423-mkn

Chapter 11

**STIPULATION BETWEEN  
DEBTOR AND SYGNIA RESOLVING  
SYGNIA’S CLAIMS**

Cash Cloud, Inc. dba Coin Cloud (“Debtor”), debtor and debtor in possession in the above-captioned case (the “Chapter 11 Case”), by and through its counsel, Fox Rothschild LLP, and Sygnia (“Sygnia” and together with the Debtor, the “Parties”), by and through its counsel, Hogan Lovells US LLP, stipulate and agree as follows (the “Stipulation”):

**RECITALS**

A. WHEREAS, on February 7, 2023, Debtor filed a voluntary petition under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Nevada, commencing the Chapter 11 Case;

B. WHEREAS, the deadline for filing proofs of claim is June 14, 2023 (“POC Deadline”).

C. WHEREAS, Sygnia alleges that it did not receive actual notice of the bankruptcy case or necessary filings in the case, or any mail from the Debtor;

1 D. WHEREAS, the Debtor disputes Sygnia's allegations that it was not given notice or  
2 was not aware of the bankruptcy case and/or related deadlines;

3 E. WHEREAS, the Debtor filed an *Eighteenth Omnibus Motion For Entry Of Order*  
4 *Approving Rejection Of Executory Contracts And Unexpired Leases Pursuant To 11 U.S.C. § 365(a)*  
5 [ECF 59] ("Rejection Motion"), to reject the executory contract with Sygnia;

6 F. WHEREAS, Notice of the Rejection Motion and the related hearing was provided to  
7 Sygnia on June 23, 2023, by mail addressed as follows: Sygnia, Attn: Oren Wortman, 94a Yigai  
8 Alon St., 29<sup>th</sup> Floor, Tel Aviv, Israel, 6789155;

9 G. WHEREAS, the Bankruptcy Court entered an Order approving the Rejection Motion,  
10 effective as of June 23, 2023, and setting a 30-day bar date for rejection damages [ECF 1021];

11 H. WHEREAS, on July 11, 2023, an *Order Establishing Administrative Claim Bar Date*  
12 *For Filing Proofs Of Administrative Expense Claim And Approving Form, Manner And Sufficiency*  
13 *Of Notice Thereof* [ECF 823] was entered, setting a deadline of July 20, 2023 at 5:00 p.m. (prevailing  
14 Pacific Time) to file a Proof Of Administrative Expense Claim ("Administrative Claim Bar Date");

15 I. WHEREAS, on July 11, 2023, a *Notice Of Entry Of Administrative Claim Bar Date*  
16 *Order Establishing A Deadline To File Administrative Expense Claims Against The Debtor* [ECF  
17 824] ("Notice Of Bar Date") was filed setting forth the Administrative Claim Bar Date and related  
18 filing instructions and forms;

19 J. WHEREAS, Notice of the Administrative Claim Bar Date was provided to Sygnia on  
20 June 23, 2023, by mail addressed as follows: Sygnia, Attn: Oren Wortman, 94a Yigai Alon St., 29<sup>th</sup>  
21 Floor, Tel Aviv, Israel, 6789155;

22 K. WHEREAS, the Debtor's noticing agent, Stretto, has not received mail that was  
23 marked as undeliverable to Sygnia;

24 L. WHEREAS, Sygnia does not hold an administrative claim as such claim is barred;

25 M. WHEREAS the Parties, having negotiated in good faith and desire to resolve any and  
26 all claims or potential claims made by Sygnia.

1 NOW, THEREFORE, in consideration of the foregoing, the Parties hereby stipulate and agree  
2 that:

3 1. Sygnia is hereby allowed a general unsecured claim in the amount of \$369,315.00.  
4 Such claim shall not be amended. All other claims of Sygnia, if any, are disallowed in their entirety.

5 2. Sygnia is hereby barred from asserting an administrative expense claim as Sygnia did  
6 not file an administrative expense claim prior to the Administrative Claim Bar Date.

7 3. Each of the undersigned counsel represents that he or she is authorized to execute this  
8 Stipulation on behalf of his or her respective client.

9 4. The Parties and the Debtor's Claim Agent are authorized to take any and all actions  
10 necessary and appropriate to give effect to this Stipulation.

11 Dated this 28th day of March, 2024.

12 **FOX ROTHSCHILD LLP**

13 **HOGAN LOVELLS US LLP**

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